

RESOLUTION NO. 11609

**A RESOLUTION APPROVING A 2-YEAR EXTENSION OF THE LEASE AGREEMENT BETWEEN THE CITY OF CENTRAL POINT AND FREEL & ASSOCIATES, LLC COVERING THE PREMISES LOCATED AT 650 EAST PINE STREET**

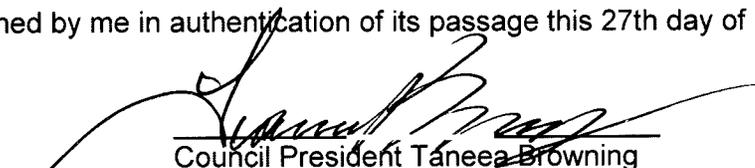
**RECITALS:**

1. In January 2017, the City Council approved a new agreement with the Central Point Chamber of Commerce for the operation of the Visitors Information Center.
2. Part of the operating agreement included the lease agreement covering the premises located at 650 East Pine Street.
3. The lease agreement expired on December 31, 2019, and City staff has worked with the property owners to negotiate a 2-year extension which covers the period January 1, 2020, to December 31, 2021.

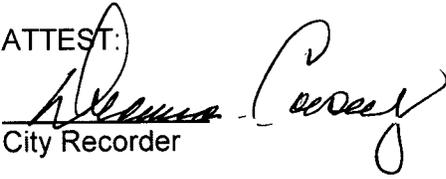
**The City of Central Point resolves as follows:**

To approve a 2-year extension (January 1, 2020 – December 31, 2021) of the lease agreement between the City of Central Point and Freel & Associates, LLC covering the premises located at 650 East Pine Street.

Passed by the Council and signed by me in authentication of its passage this 27th day of February 2020.

  
Council President Tanea Browning

ATTEST:

  
City Recorder

FIRST AMENDMENT TO LEASE

EXTENSION AGREEMENT

THIS AGREEMENT is made this first day of February, 2020 by and between C. David Freel, doing business as, FREEL & ASSOCIATES LLC, hereinafter referred to as "Lessor" and the City of Central Point, (an Oregon municipal cooperation) hereinafter referred to as "Lessee". This is the FIRST extended term of the original lease dated January 13, 2017.

R E C I T A L S:

WHEREAS, Lessee and Freel & Associates, LLC, entered into a Lease dated January 13, 2017 (the "Original Lease") covering the premises located at 650 East Pine St., Central Point, Oregon (as more fully described in the Original Lease as the "Premises");

- A. Lessee now desires to reinstate/renew or extend said Lease on the terms and conditions set forth herein for an additional twenty four (24) months.

NOW, THEREFORE, for the reasons recited above and in consideration of the following mutual promises and covenants, the parties hereby agree as follows:

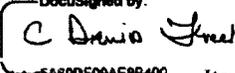
1. **EXTENSION.** The parties hereby agree to extend or renew the term of the Lease attached hereto as Exhibit "A" for an additional 24-month term. This extension renewal term will be from January 1, 2020 and shall terminate at midnight December 31, 2021.
2. **RENTAL.** Beginning with the payment due on March 1, 2020 the parties agree that the basic rent for said property is the sum of \$1312.50 (1.25/sq. ft) per month. This shall be paid on or before the first day of each month.
3. **CONTINUATION.** Unless otherwise modified or amended by the terms of this Agreement all other terms and conditions of the aforementioned Commercial Lease Agreement, attached as Exhibit "A" shall remain in full force and effect and binding between the parties. This includes Lessee's obligation to pay basic rent and all other costs, charges and expenses called for pursuant to the terms of the said Lease.

4. **RECITALS.** The parties hereby incorporate by reference the recitals set forth above.
5. **ATTORNEY FEES.** In the event a suit or action is filed concerning this Agreement then the prevailing party shall be awarded their reasonable attorney fees as set by the trial court, or if on appeal, by the appellate court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

LESSOR:

C. DAVID FREEL, dba:  
FREEL & ASSOCIATES, LLC

By    
C. David Freel Its: Managing Member

Date 1/30/2020

LESSEE:

City of Central Point

By Chris Clayton Its: City Manager

Date